

COLLECTIVE BARGAINING AGREEMENT

Between

**ANCHORAGE POLICE DEPARTMENT EMPLOYEES
ASSOCIATION**



and

MUNICIPALITY OF ANCHORAGE



January 1, 2009 – December 31, 2013

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PREAMBLE

This Agreement entered into by the Municipality of Anchorage, hereinafter referred to as the "Municipality" or "Employer" and the Anchorage Police Department Employees Association, hereinafter referred to as the "Association," has as its purpose the promotion of harmonious relations between the Municipality and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of wages, hours and other terms and conditions of employment to encourage a more efficient and effective service in the public interest.

ARTICLE I

RECOGNITION AND BARGAINING UNIT

Section 1. Recognition.

The Municipality of Anchorage hereby recognizes, during the term of this Agreement, the Anchorage Police Department Employees Association, as the exclusive bargaining agent for all employees of the Police Department whose job classifications are listed in Article XVI of this Agreement.

Section 2. Membership.

All employees covered under the terms of this Agreement shall make application to join the Association within thirty-one (31) calendar days following the date of employee's hire or signing of this Agreement, whichever is the latter, and must maintain membership in good standing, as uniformly required by the Association, for the life of this Agreement and any renewal thereof.

Refusal to join the Association or to maintain membership in good standing shall be grounds for dismissal. If the Association fails to admit such an employee into the Association membership, this shall not be cause for his/her dismissal. The Association shall advise the Municipality in writing within thirty (30) days of any individual who has failed to make application under the terms of this section. The Association agrees to indemnify, hold harmless and pay all costs and attorney's fees which may arise from any claim and/or liability of the Municipality for terminating an employee in good faith pursuant to this section.

Section 3. Non-Discrimination.

It is hereby agreed that there shall be no discrimination by the Municipality against any employee because of race, color, creed, age, sex, disability, recognizing bona fide occupational qualifications, national origin, or because of membership in or lawful activity on behalf of the Association. It is hereby agreed that there shall be no discrimination by the Association against any employee or any employee desiring to be a member because of race, color, creed, age, sex, disability, or national origin. The

provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, handicap, national origin, or political affiliation. The Municipality shall bear responsibility for defending against allegations of violations of this section on the part of the Municipality; the Association shall bear responsibility for defending against alleged violations on the part of the Association. Further, the Municipality is committed to positive, practical efforts in employment, promotion, and administration of personnel actions pursuant to this Agreement to ensure equal employment opportunity to all employees at all job levels. The Association recognizes and supports that commitment.

All reference to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 4. Notice of Hire.

The Municipality will advise the Association in writing of all new Police Department employees and their date of hire within fourteen (14) days of employment.

Section 5. Initial Probationary Period.

Each new sworn employee, community service officer which is required to be APSC certified and each new communications clerk shall be hired as a probationary employee until the end of a probationary period of one (1) year. The probationary period will end twelve months following the conclusion of the employee's field training or equivalent training, but no longer than eighteen (18) months from the employee's day of hire, except by letter of agreement between the Association and Chief. Each non-sworn employee, except communication clerks and community service officers, shall serve a probationary period of six (6) months. These periods may be extended for thirty (30) day periods by mutual consent of the Association and the Chief.

The Municipality's decision to terminate a new-hire probationary employee cannot be overturned unless it is found to be arbitrary, capricious, discriminatory or made in bad faith.

Section 6. Promotional Probationary Period.

Employees who have fulfilled the probationary period described in Article I, Section 5 shall receive permanent status and shall not be subject to any extended period of probation or additional probation for any reason, except that any employee who has been promoted to a higher rank shall be placed on an additional six-month promotional probationary period.

Non-sworn employees who have been transferred shall serve a sixty (60)-day transfer probationary period. If any employee fails to successfully complete the promotional or transfer (for non-sworn employees) probationary period or voluntarily wishes to be demoted back to their previous position, said personnel shall be permitted to do so without any loss or break in position seniority as described in Article IX, § 2, except an

employee shall not continue to accumulate position seniority for any time served in another position.

Non-sworn personnel who are promoted or transferred to sworn personnel status shall serve the probationary period as described in Article I, Section 5.

In the case of a transfer or promotion to the Communications Center, the employee shall serve the probationary period as described in Article I, Section 5.

In the case of a transfer or promotion to a community service officer, the employee shall serve the probationary period as described in Article I, Section 5.

No employee who is on probation may be promoted until the probationary period has been completed.

Section 7. Personnel Regulations.

Where this Agreement is silent, pursuant to A.O. 3.70.170 the Municipality of Anchorage Personnel Regulations shall apply to employees represented by the Anchorage Police Department Employees Association.

Section 8. Contracting.

A. Parking Enforcement Contracting.

It is and has been the policy of the Municipality to make every effort to utilize its employees to perform work when they are qualified to do so, but the Municipality reserves the right to contract out parking enforcement.

In its exercise of this right, the Municipality agrees that subcontracting will be limited to parking enforcement, and that it will not contract or subcontract work regularly performed by other employees. The Municipality further agrees that it will not lay off any employee because of its exercise of its contracting rights here.

B. Other Contracting.

1. Pursuant to the terms and conditions in this article, the Municipality shall be allowed to subcontract the following: Prisoner transport, subpoena service, the service of civil warrants, non-injury accident investigations, vehicle towing, and the preparation of transcripts.

2. Any cost savings from subcontracting shall be used to provide additional staffing and/or equipment for the Anchorage Police Department. The Department agrees to meet and confer with the Association if equipment purchases are more than 10% of the ratio of staffing costs to equipment purchases which existed for the Anchorage Police Department in 1995.

3. No member of the APDEA shall be laid off or otherwise lose their job at the Anchorage Police Department as a result of subcontracting.

4. Before subcontracting, the Municipality will conduct a study to determine the cost/benefit of subcontracting. No subcontracting shall be undertaken unless to do so produces savings to the Municipality. The APDEA shall be informed of any report or study, shall be allowed input regarding the same, and will be provided with a copy of any final report or study.

5. Before subcontracting is implemented, the APDEA will be given an opportunity to present an alternative means of accomplishing the work proposed to be subcontracted which does not involve subcontracting and which maintains the work as bargaining unit work. The APDEA's proposal must be presented within fourteen (14) days of the receipt of the Municipality's final report or study. If, in the reasonable opinion of the Municipality, the APDEA's proposal meets or exceeds the savings expected to be achieved by subcontracting, as set forth in the Municipality's final report/study, the APDEA's proposal shall be implemented in lieu of subcontracting.

6. At the conclusion of a subcontracting contract, if the Municipality proposes to continue the subcontracting, the provisions of Section 5 shall be applied again. In so doing, the APDEA proposal, if submitted, will be judged against the new, proposed subcontract.

7. Where subcontracting involves access to confidential information or to law enforcement investigations, the individuals used for the subcontracting will be subject to the same background investigation, as permitted by law, as may be applicable to APDEA members.

C. Citizen's Academy.

Though ordinarily the making of follow-up telephone calls to crime victims would be work performed by the APDEA, notwithstanding the other provisions of this article, the Municipality shall be allowed to have volunteers from the Citizens' Academy make such follow-up telephone calls, and perform such other work as shall be agreed to by the Chief and the APDEA.

D. Port Security.

1. The Municipality shall be allowed to subcontract security work at the Port of Anchorage so long as the work duties and assignments of the contract are restricted to the following: Limiting access of unauthorized persons to the Port, ensuring that authorized persons do not bring unauthorized property into the Port, and ensuring compliance of authorized persons with the Port's safety and security regulations pursuant to the Marine Transportation Security Act of 2002.

2. In order to facilitate cooperation between APD and the Port, the sergeant assigned to Community Liaison or designated by the Chief will regularly meet with a security officer of comparable rank to discuss issues that may interfere with the cooperation between APD officers and security guards and to insure that the information necessary to the conduct of effective police and security activities in the Port are efficiently communicated to the APD officers and security guards who need the information.

3. The Municipality recognizes that law enforcement on Municipal streets is a function of the Anchorage Police Department.

4. The Municipality and the APDEA agree that the Port Security Contract will not be expanded to permit security guards to perform work traditionally performed by APDEA members at other locations or facilities within the Municipality. This agreement has no impact on current contracts for private security guards at certain Municipal buildings.

ARTICLE II

SCOPE OF AGREEMENT

Section 1. Management Rights.

It is recognized that the Municipality retains the right, except as otherwise provided in this Agreement, to manage the affairs of the Municipality and direct its work force.

Section 2. Change of Operations.

Where new types of equipment are used which change the operations of the Department, new classifications are created, or the duties of an existing classification are substantially changed, the wages, hours, and working conditions covering such operation or classification shall be negotiated between the parties. In the event that negotiations cannot be finalized to the satisfaction of both parties, the issue shall be submitted to the Classification and Pay Section of the Municipality for its determination. Rates agreed upon or awarded shall be effective as of the date the job classification becomes effective. The establishment of wages rates under this section is subject to grievance and/or arbitration.

Section 3. Notices.

All notices required by either party in this Agreement shall be in writing to the President of the Association, Municipal Labor Relations Director, and Chief of Police.

Section 4. Computation of Time.

References to a day or timeframes in day segments shall be counted as calendar days except where otherwise stated in this Agreement.

Section 5. Meet and Confer.

The parties agree that they will meet and confer in good faith at reasonable times and places concerning this agreement, and its interpretation or any other matter of mutual concern to employee representatives and the municipality. The parties further agree that either party may request, in a writing delivered to the other, that the parties confer within 14 days after the date of delivery of the request, which request shall specify the matter to be discussed. An unexcusable refusal to meet and confer in response to such request shall be a violation of this agreement. There shall be no obligation on the part of

either party to reopen, modify, amend or otherwise alter the terminology or interpretation of this agreement or to make any other agreement as a result of any such conferences nor shall the requirement for such conferences alter the rights or obligations of the parties under this agreement.

ARTICLE III

NO STRIKE CLAUSE

During the term of this Agreement, the Association, for itself and for all employees covered by this Agreement, hereby agrees that no employee covered by this Agreement shall exercise any unlawful means which the Association or employees may possess against the Municipality nor shall the Association or employees engage in any unlawful job action or unlawful conduct which has as its purpose to influence the employer or other Municipal employees with respect to wages, benefits, working conditions, or other incidents of employment with the Municipality of Anchorage. If any of the unauthorized conduct, above specified, should occur, the Association will immediately notify the employees engaging in the unauthorized activities to cease and desist, and will publicly declare that such conduct is illegal and unauthorized. Any employee engaging in such conduct shall be subject to immediate dismissal by the Municipality. Nothing in this Article shall be construed to abridge any right of the Association or an employee granted under the United States and/or Alaska constitutions.

ARTICLE IV

CHECKOFF

The Municipality, upon receipt of a written authorization signed by the employee (such authorization shall not be revocable for the term of this Agreement) shall deduct from such employee's wages, employee's initiation fee and Association dues. Association dues will be deducted from the employee's wages each pay day. The Municipality will remit same to the duly authorized representative of the Association, together with a list of the names of the employees from whose pay deductions were made. The Association agrees to pay the costs of the defense of the Municipality and to hold the Municipality free from all liability in connection with dues collection except for ordinary diligence and care in transmittal of the monies to the Association.

ARTICLE V

BILL OF RIGHTS AND GRIEVANCE PROCEDURE

Section 1. Bill of Rights.

Individual rights of employees in the Anchorage Police Department shall not be violated. To insure this, the following shall represent the Employee's Bill of Rights:

A. An employee shall be entitled to representation from the Association or its designee at each step of the Grievance Procedure set forth in this Agreement.

B. An employee shall be entitled to representation by the Association or its designee at each stage of a disciplinary proceeding brought against an Association member. Disciplinary proceeding is defined as any action taken against an employee by a superior officer, that may affect his working conditions, integrity, hours or wages, and which results in oral reprimand, written reprimand, suspension, discharge, demotion or disciplinary transfer.

C. No employee shall be required by the Municipality to submit to an interrogation in a disciplinary proceeding unless he is afforded the opportunity of having an Association representative or its designee present. If the Employer has reasonable cause to question an employee's fitness for duty, the Employer may require the employee to undergo a physical or mental examination to determine continued fitness for duty. If the employee disagrees with the results of such examination, or the results of the first examination indicate that a further examination is required, then either the employee or Employer may require a second examination. Should the findings and recommendations of the examining physicians significantly differ, a third opinion from another qualified physician selected jointly by the two physicians shall be obtained. The third opinion shall be followed by the Employer, the Association and affected employee. The first and, where applicable, third examination shall be paid for by the Employer and the second examination shall be paid by the employee (to the extent that such examination is not paid for through the Health and Welfare Plan) if the employee requests the examination, or the Employer if the Employer requires the second examination.

D. In all disciplinary hearings, the employee shall be presumed innocent until proven guilty. This presumption does not increase the Employer's burden to establish just cause in any disciplinary action.

E. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or other terms and conditions of employment as a result of the exercise of his rights under this Agreement.

F. When an employee is (a) under investigation, and (b) subjected to interview by the Department, (c) which could lead to disciplinary action (which is defined as oral reprimand, written reprimand, suspension, discharge, demotion or disciplinary transfer), the interview shall be conducted under conditions listed in this Section.

G. The following provisions shall apply to such interviews:

(1) Interviews shall be conducted at a reasonable hour, preferably when the employee is on duty, unless the seriousness of the investigation requires otherwise.

(2) Employees shall be compensated if the interview occurs off-duty, at the appropriate overtime rate of pay.

(3) Employees under non-criminal investigation shall be informed of the nature of the investigation and provided a copy of the written complaint, if one exists, within four (4) working days of when the complaint is received. Employees on leave status shall be

notified within four (4) working days of returning to duty. Where known, employees shall be advised of the name of the complainant. Employees shall be informed of all details of the investigation which are necessary to reasonably apprise the employee of the factual background of the complaint. When, in the reasonable judgment of the Chief of Police, disclosure of the complaint will seriously jeopardize an investigation of the complaint, the notice requirement under this provision shall not apply.

(4) Interview sessions shall be for a reasonable period and under reasonable conditions. Save when in the reasonable judgment of the Chief of Police prior notice of an interview will seriously jeopardize an investigation, an employee under investigation for a non-criminal offense shall be provided with a minimum of twenty-four (24) hours notice of any non-criminal interview.

(5) Employees being interviewed shall be informed that failure to answer questions directly related to the investigation can result in disciplinary action, which includes discharge, unless the incident is being investigated as a criminal act, in which case, no employee shall be required to answer any questions and no disciplinary action can be taken for failure to answer under these circumstances. No promise of reward shall be made as an inducement to answering questions.

(a) If the incident may result in either a civil suit and/or a criminal action, the employee may have an attorney, at his own cost, in addition to an Association Representative, be present at all steps of the investigation, provided the attorney does not obstruct the course of the investigation.

(6) The interview may be recorded, and if it is, the employee shall have access to the tape, if any further proceedings are contemplated, or prior to any further interviews at a subsequent time. The employee that is being interviewed shall also have the right to bring his own recording device and record any and all aspects of the interview and, if he does, the employee shall provide access to the tape to the Municipality. No recording device may be used by any party unless the Association and the Municipality are made aware of the fact prior to such interview. Employees shall be entitled to a transcribed copy of any notes made by a stenographer.

(7) If prior to or during the interview of an employee, it is determined that he may be charged with a criminal offense, he shall immediately be informed of this fact.

(8) Interviews shall be conducted under circumstances devoid of abuse.

H. All disciplinary matters will be removed from the personnel file at the following times and under the following conditions:

Oral Reprimand, Written Reprimand, Suspension, Demotion or Disciplinary Transfer: One year after the date of imposition of an oral reprimand or written reprimand, and two (2) years after the imposition of a suspension, demotion or disciplinary transfer. Any similar violations occurring during the above time periods will cause the existing disciplinary action(s) to be maintained in the personnel file for an additional one (1) year period.

At any time after the effective date of this Agreement, employees shall have the opportunity to notify the Municipality of any disciplinary records that are subject to the provisions of this section. In all cases where the Municipality receives such notification, and in all cases where discipline is imposed after the effective date of this Agreement, the Municipality shall remove the disciplinary matters from the employee's file on the time schedule set forth in this section, and shall provide the employee with the original of the documents removed from the file.

I. Unless otherwise described herein, all investigations will be conducted in accordance with State and Federal law.

J. Except where obligated by law or with prior written consent of the affected employee, the Municipality will not release information which is not otherwise a public record from an employee's personnel file to any third party not associated with or acting on behalf of the Municipality. Where release is required by law, the employer will make a reasonable effort to notify the employee prior to release of the information.

Section 2. Grievance Procedure

A. A "grievance" is defined as any dispute between the Employer and an employee or the Association regarding the interpretation or violation of this Agreement which has not been resolved by prior submission of the problem through the chain of command, and which has been accepted as a grievance by the Executive Board of the Association. A "grievance" shall not include challenges based upon the Municipal Personnel Rules promotional process or promotional decisions.

B. An employee who believes he or she may have a grievance is encouraged to attempt to informally resolve the matter through the chain of command.

C. The grievant shall report to the Shop Steward or such other Association representative as may be designated by the Association, any grievance that may arise between the employee and the Employer. The designated Association representative will attempt to resolve the matter by consulting with the employee's shift supervisor.

D. Step 1. If the grievance cannot be resolved, the designated Association representative shall report the matter to the Association, and the Association representative shall present the matter in writing to the Chief, or his/her designee. The grievance filing must specify the Article or Articles allegedly in dispute. All grievances shall be presented to the Chief, or his/her designee, with a copy to the Employee Relations Department as soon as practicable after the occurrence upon which the grievance is based, but in no event later than thirty (30) calendar days if the same is a termination grievance, or sixty (60) calendar days if the grievance arises from other causes from the date on which the grievance arose or the date on which the grievant should reasonably have learned of the grievance save that a grievance which involves a change or alleged change in current policy or procedure shall be dealt with solely under the terms of paragraph N of this section. The Chief, or his/her designee, must give a written response to the grievance within seven (7) working days of a termination

grievance and fourteen (14) working days for all other grievances from receipt of the grievance.

E. Step 2. Failing to settle the grievance in accordance with paragraph D, above, the appeal must be presented in writing by the Association to the Mayor or the Mayor's designee within ten (10) working days after the response from the Chief is due or received. The Mayor or the Mayor's designee shall respond in writing to the Association with a copy to the employee within five (5) working days.

F. The Employer may file a grievance against the Association by giving written notice to the Association president, or his/her designee, within twenty-one (21) calendar days of the event giving rise to the grievance. The Association must give a written response to the grievance within fourteen (14) working days from receipt of the grievance.

G. Step 3. If the grievance cannot be resolved within the time frames above, the Employer or the Association may request arbitration. The request for arbitration must be made in writing within twenty (20) working days from the date of receipt of the Mayor's or the Mayor's designee's or Association's response given under Section 2, paragraphs E or F, above, as may be applicable. The written notice must specify the Article or Articles of this agreement allegedly in dispute.

H. Method of Selection of Arbitrator: Upon receipt of written notice by either party to arbitrate a grievance, the moving party shall notify the next arbitrator on the standing panel with a copy to the Employee Relations Department, in accordance with Section 2Q.

I. The parties may request that any dispute submitted to an arbitrator shall be heard by the arbitrator within thirty (30) calendar days from the date submitted. An arbitrator shall render his/her decision within thirty (30) calendar days from the date the dispute is tendered to him, unless otherwise mutually agreed upon by the Association and the Employer.

J. The arbitrator shall have no authority to amend, alter or modify this Agreement or its terms and shall limit his recommendations solely to the interpretation and application of this Agreement.

K. The decision of the arbitrator will be binding upon all parties hereto.

L. Expenses of the arbitrator shall be borne by the losing party, who shall be designated by the arbitrator in his/her decision.

M. The failure of either party to follow the above time limits shall result in resolution of the grievance against the party failing to meet the time limits. The parties may mutually agree in writing to modify the time limits in any step of the Grievance procedure.

N. If the Department implements a change in a current policy or procedure over which the Employer has a mandatory obligation to bargain, or a dispute arises under the light duty section of this Agreement, the designated Association Representative may grieve

such change, in writing, to the Chief or his designee. Such grievance must be filed within seven (7) calendar days of receipt of the proposed policy change. To the extent possible, absent emergencies, notice of a policy or procedural change shall be issued one (1) week in advance of the anticipated effective date.

When a grievance is filed under N above, the arbitrator must hear the grievance within thirty (30) working days of receipt by the Chief and shall render a decision within two (2) weeks of the conclusion of the hearing. No post-hearing briefs shall be submitted in such cases. Upon the mutual agreement of the parties, any grievance may be submitted through the expedited grievance procedure.

O. If the Association declines to pursue a termination grievance of a non-probationary employee and the employee still wishes to grieve the termination, he/she will notify the Chief and the Employee Relations Department, in writing, within three (3) working days of receiving notification from the Association that it has declined to pursue the grievance. Upon receipt of the employee's request, the Employee Relations shall select an arbitrator certified by the American Arbitration Association. The arbitrator shall hear and resolve the grievance as provided under subsections 5.2 (I) through 5.2 (M) above.

P. To the extent possible, when feasible and consistent with the requirements of AMC 36.70.020B, notice of a policy or procedural change affecting wages, hours or other terms and conditions of employment shall be given to the President of the Association one (1) week in advance of the anticipated effective date. However, nothing in this Agreement shall be construed to mean that the Municipality has agreed to bargain, to submit to grievance or arbitration, or to include within the terms of this Agreement, any non-mandatory subject of bargaining or to waive any management right possessed by the Municipality.

Q. Within sixty (60) days following the execution of this Agreement, the parties shall meet to select a standing panel of seven (7) arbitrators to hear grievances. The arbitrator for grievances shall be selected from the standing panel on a rotating basis, provided the arbitrator is able to hear the grievance within the time frames set forth in this Agreement. The parties shall utilize the pre-existing arbitrator selection process until the new system is in place.

ARTICLE VI

GENERAL WORKING CONDITIONS

Section 1. Employee Classification.

The Municipality agrees that unless otherwise specified, they will be governed by the schedule of wages and working conditions in Articles XV and XVI in dealing with their employees who come under the provisions of this Agreement. In the event that an employee assigned either by expressed assignment of a superior officer or by the accepted practices of the Department, to work in a higher classification, then the Municipality agrees to pay such employee according to the highest classification set forth, on the basis of a full shift or half shift with a minimum one-half (1/2) shift

guaranteed. The Municipality shall choose the most qualified employee for the position. Where qualifications are substantially equal, seniority will be the determining factor. The decision whether to appoint an employee to a higher classification shall rest with the Chief or his/her designee. Nothing herein shall require that an employee be assigned to a higher classification and/or supervisory position when such positions are vacant.

Section 2. Authorized Representatives.

The Association shall have as its representative an individual appointed by the Association President who shall be authorized to speak for the Association in all matters covered by this Agreement.

Section 3. Shop Steward and Association Officers.

A. Shop Stewards. Shop Stewards shall be appointed from among the employees of the Municipality at any given point by the Association, at the Association's discretion and in a layoff situation shall be the last members laid off. The Shop Stewards and Association Officers shall be allowed to handle complaints and grievances arising under this Agreement and Association Officers shall be allowed to attend to Association business during their normal working hours without loss of compensation for time spent in the pursuit of their duties. The Shop Stewards or Association Officers shall attempt to notify his immediate supervisor prior to leaving his duties to attend to Association business. In the event his immediate supervisor is not available, the Shop Steward shall notify Dispatch. The maximum number of Shop Stewards shall not exceed twenty (20), including a Chief Shop Steward, but not including the President, Vice President, Treasurer, and Recording Secretary, during the term of this Agreement. Association officers and shop stewards shall be allowed a reasonable amount of time off with pay for the purposes of attending the APDEA's annual in-house shop steward training and, on an annual basis, no more than 10 training classes for the aggregate of all Association officers and shop stewards.

B. APDEA President. Recognizing the mutual benefit to the parties of cooperative labor relations and the resolution of grievances and potential grievances at the lowest possible level, the Municipality shall release with pay and benefits the APDEA President from 90% of normal duties. The Association shall reimburse the Municipality for 50% of the salary of the APDEA President, effective January 1, 2009 and continuing for the duration of this Agreement.

C. Retirement Board. APDEA members appointed to serve on a retirement board shall be allowed to attend to the business of the retirement board during their normal working hours without loss of compensation for time spent in the pursuit of their duties.

Section 4. Examination of Records.

The Association or its designee shall have the right to examine all records pertaining to bargaining unit employees for matters covered by this Agreement on proper written notification in advance to the Municipality, with the written consent of the employee affected. The Municipality shall make available original or copies of the original records

for examination by the Association or its designee upon twenty-four (24) hours notice from the Association or its designee.

The Municipality shall maintain a separate file containing test and selection information and results on promotions and job assignments. Upon official request, the APDEA shall be allowed to examine the records in the promotional and job assignment file.

Section 5. Employee Roster.

The Municipality agrees to furnish the Association once each quarter with a roster of all employees working for the Department when same is required by the Association. The Association agrees that it will furnish all forms required by the Municipality to be used in complying with the provisions of this section.

Section 6. Lunch Periods.

Except for sworn officers assigned to the Uniformed Field Services Division and sections that provide 24 hour service, regular employees shall receive an unpaid meal period of sixty (60) minutes mid-way of each shift and shall not be considered as time worked. At the employee's option, on an individual case basis and subject to the reasonable operating needs of the Municipality, the unpaid meal period may be thirty (30) minutes in length. For all regular, full-time employees working in sections that provide 24-hour service, a paid meal period of up to thirty (30) minutes will be allowed mid-way of each shift.

Employees scheduled to work more than three (3) hours before or held over more than three (3) hours after their regular shift, shall be provided an additional meal period of thirty (30) minutes at the overtime rate.

Subject to supervisory approval, an employee shall be allowed to combine either or both of their relief periods with their lunch period, with the goal that the lunch period will be taken in the middle portion of the shift.

Section 7. Relief Periods.

All employees shall be allowed one (1) relief break (at the employee's discretion), not to exceed fifteen (15) minutes in duration during the first (1st) half of the shift and fifteen (15) minutes during the second (2nd) half of the shift. The Association and the Municipality shall mutually agree on reasonable rules governing the taking of such relief periods as provided herein. When working other than the regular shift, relief breaks shall be taken each three (3) hours.

Section 8. Pay Day.

The Municipality shall establish a bi-weekly pay day on which employees shall be paid during working hours, prior to the end of the regular shift. If a regular pay day falls on a Saturday, Sunday, or holiday, then the last working day before such Saturday, Sunday, or holiday shall be considered pay day. Failure of the Municipality to pay the employees

as described herein shall entitle the employees to wait time pay of four (4) hours pay for each twenty-four (24) hour period thereafter, Saturday and Sunday inclusive at the appropriate overtime rate.

Section 9. Elections.

Regular employees shall be granted time necessary to vote at Employer's discretion and only when the employee can demonstrate that he/she could not vote on his/her own time for the purpose of voting in Federal, State, and Municipal-wide General or Special Elections. Proof of voting may be required. The Municipality will continue with its present policy in regard to Association meetings.

Voting in Association elections shall be allowed during on-duty time at the employee's work place.

Section 10. Physical Examinations.

The parties have agreed that, effective January 1, 2009, the previous program for physical examinations provided by the predecessor language of this Section shall be ended. The parties further agree that any medical or testing procedures or examinations covered in the predecessor to this Section shall be provided by the health care package furnished by the Municipality.

Section 11. Safety and Liability.

A. No employee shall be required to operate any equipment which is unsafe. No disciplinary action or other form of discrimination shall be instituted against any employee for questioning whether a piece of equipment is safe.

B. Safety defects in equipment shall be reported by the employee immediately or at the end of the assigned shift to his/her immediate supervisor or, in the event the immediate supervisor is unavailable, the report shall be made to Dispatch.

C. When an occasion arises where an employee notifies the Employer of a question of safety, there shall be an immediate investigation of the safety matter in question by the supervisor. If the matter cannot be resolved between the employee and his supervisor, there shall be an investigation by a committee of equal representation of the Association and the Municipality. The committee must meet within fourteen (14) days from the time the employee has notified the employer of a question of safety, if the problem has not been resolved before that time. The committee's determinations on the matter shall be followed.

D. Equipment deadlined by the committee shall be certified as "safe to return to duty" by the Department Safety Officer in writing.

E. The Municipality will insure parking for all non-sworn personnel assigned to a substation.

F. No non-sworn employee shall drive a patrol car unless it is prominently marked "out of service".

Section 12. Discipline and Proper Notice.

The Municipality retains the right to discipline an employee for just cause but agrees that the designated Association representative shall be notified of the reason of such contemplated discipline in writing, prior to any action taken against the employee. The Municipality further agrees that with the exception of drunkenness, dishonesty, or gross disobedience, all regular employees shall be given two (2) weeks notice or two (2) weeks pay prior to discharge. For the purposes of section, "gross disobedience" shall mean willful refusal to obey a reasonable order. An employee shall be permitted to withdraw a resignation from employment up to ten (10) business days before the employee is actually separated from service.

Prior to discharge of an employee for disciplinary reasons, the employee shall be given notice of the reason(s) for discharge and an opportunity to respond to the stated reasons for the discharge. Should the employee request an opportunity to be heard, the hearing shall be informal and shall be conducted by the Chief or his/her designee. The employee may be represented by counsel, at his/her own expense, and/or by a representative from the Association. A final determination regarding discharge shall not be made until such a hearing has been conducted. Prior to a hearing, an employee may be suspended, with or without pay, as Employer may determine. Nothing herein shall affect the Association's or employee's rights under Article V of this Agreement.

Section 13. Transfers.

The Department may only make temporary non-disciplinary involuntary changes in shifts under the following circumstances:

1. The Department first attempts to gain the voluntary concurrence of the employee and the Association to the change.
2. The Department gives the employee thirty days notice of the intent to change shifts.
3. The change in shifts occurs on a shift rotation day.
4. The change is a period of no longer than four months.
5. The Department has reasonable cause to believe that the shift change is in the best interests of the employee and the Department.
6. Unless the employee agrees, the shift change does not involve a change in days off.

7. If the employee's permanent shift qualifies for shift differential, the shift differential is continued during the period of the changed shift.
8. The Department may not use its rights under this section to change an employee's shift more than once every three years.
9. The Department may not use its rights under this section to change the shifts of more than four employees at any one shift rotation.

Additionally, with the joint approval of the Association and the Chief of Police, employees may change shifts and days off prior to the next scheduled posting of the monthly roster. The foregoing does not apply to disciplinary action.

Section 14. Job Assignment Promotions, and Involuntary Transfer.

A. Job Assignments. Job assignments shall be made on the basis of qualifications, as determined by the Employer. Qualifications being substantially equal job assignments shall be made on the basis of department seniority.

Qualifications. Section 3.30.045 of the Municipality's personnel rules shall not apply to automatically disqualify an APDEA member from job assignments and promotions; provided, however, that nothing in this section shall prevent the Municipality from taking into account the factors listed in Section 3.30.045 of the Municipality's personnel rules, where appropriate under the circumstances, in making a promotional or job assignment decision.

An employee may be involuntarily transferred for non-disciplinary reasons to a different job assignment within a division under the following circumstances: (1) based upon the needs of the Department as determined by the Chief of Police, or his/her designee, no more than once each calendar year or (2) in an emergency. An employee who is being involuntarily transferred for other than an emergency shall be given at least thirty (30) days notice before the transfer is affected. Any involuntary transfer shall be subject to review under the grievance and arbitration provisions of this contract and shall not be upheld if determined to be arbitrary, capricious, discriminatory or made in bad faith. The foregoing does not apply to job assignments as a result of disciplinary action.

Section 15. Light Duty.

An employee who is unable to perform the duties of his/her classification because of medical reasons shall be immediately placed on light duty status and assigned to duties, at the discretion of the Chief or his/her designee, providing the physician's medical limitations are met, Sections 13 and 14 of Article VI notwithstanding. If the light duty assignment is less than 40 hours in length, there shall be no involuntary change in shifts or days off. If the employee's regular shift made the employee eligible for shift differential, the employee shall be entitled to continue receiving shift differential for the duration of the light-duty assignment, even if the employee is changed to a different shift while on light duty.

Section 16. Health Promotion.

The Association recognizes that the provision of the safe work environment and promotion of a healthful workforce is the right and obligation of the Municipality. The Association agrees to cooperate with the Municipality in its exercise of the obligation so long as no right guaranteed under this Agreement is violated and with the recognition that participation of its members in any or all health promotion programs made available by the Municipality shall solely be on a voluntary basis on the part of the member(s).

Section 17. Supervisory Ratio For Special Events.

For every seven (7) employees scheduled for special event work described herein, one (1) supervisor shall also be assigned. These special assignments will be posted no less than five (5) days prior to the event where possible. A special event is defined as any event that requires the presence of a Police Officer for Traffic or Crowd Control, i.e., School and College activities, Sporting Events, Concerts, Festivals, Parades and Demonstrations.

Section 18. Outside Employment.

Employees shall be allowed to engage in outside employment subject to the approval of the Chief, which shall not be unreasonably withheld. Outside employment must meet the following standards: (1) The outside employment may not pose a conflict of interest with the employee's status as an Anchorage police employee; and (2) The outside employment must not detract from the employee's primary employment with the Department.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 1. Workweek.

The workweek for regular employees shall consist of either five (5) consecutive days of eight (8) hours per day or four (4) consecutive days of ten (10) hours per day. By mutual written agreement, the parties may agree to alternate shift schedules.

Section 2. Overtime.

All work in excess of eight (8) hours per day or in excess of ten (10) hours per day for those working four-tens (4-10's) or forty (40) hours per week shall be paid for at the overtime rate of pay of one and one-half (1-½) times the regular rate of pay.

If the employee works overtime on the second (2nd) day off, the employee shall be paid at (2) two times the regular rate of pay, Two times pay applies only on the second (2nd) day off. Where training assignments are posted at least five days in advance, employees attending training as students during their off-duty hours shall receive time

and one-half for the hours spent in training, regardless of which day of the workweek on which the training occurs.

Voluntary overtime, for work outside of normal shift, with advance notification of not less than five (5) days, shall be paid at the rate of one and one-half (1-½) times the regular rate of pay for hours worked, regardless of which day of the workweek the voluntary overtime occurs.

Overtime shall be paid for all work performed outside the regularly scheduled shift. If overtime performance is less than one-quarter (1/4) hour, the time shall be considered at one-quarter (1/4) hour and paid accordingly. If overtime performance is more than one-quarter (1/4) hour, but less than thirty (30) minutes, the extent of time will be considered as thirty (30) minutes and paid accordingly.

The employee may elect to receive compensatory time off in lieu of overtime pay. All overtime shall be multiplied by the appropriate rate for that overtime day, or that overtime work, to determine the number of compensatory hours granted. Compensatory time provisions will apply in accordance with current law. An employee may accumulate a maximum of two hundred forty (240) compensatory hours, which will be treated in the same manner as annual leave.

There shall be two types of compensatory time off: (1) Compensatory time off earned as a result of hours worked which constitute overtime under the Fair Labor Standards Act, which shall be referred to as "FLSA Compensatory Time"; and (2) Compensatory time off for overtime hours worked which do not constitute overtime under the Fair Labor Standards Act, which shall be referred to as "Non-FLSA Compensatory Time." The usage standards for FLSA Compensatory Time shall be those established by the Fair Labor Standards Act. Non-FLSA Compensatory Time may be used by the employee subject to the Municipality's reasonable operating needs. The Municipality retains the discretion to deny a request to use Non-FLSA Compensatory Time if it would be required to replace the employee desiring to use compensatory time with another employee on an overtime basis.

For purposes of the Fair Labor Standards Act, a "reasonable period" of time in which to request the use of FLSA Compensatory Time is 14 days in advance of the requested use. If a request for FLSA Compensatory Time is not made 14 days in advance of the requested use, the Municipality retains the discretion to reject the request. For purposes of the compensatory time off provisions of this agreement, the parties acknowledge that the Municipality may utilize the partial overtime exemption found in Section 207(k) of the FLSA.

An employee's compensatory time off must be exhausted before the employee may use paid leave.

Section 3. Starting Time.

A. One regular starting time shall be established for each shift. With the exception of paragraph B of this section, an established starting time may not be changed prior to the next shift roster without the concurrence of the Association and the Chief of Police.

B. Where the special needs of the Department require, an individual employee's starting time for a shift may be changed, as the Chief of Police or his/her designee may require. An employee so affected shall be notified at least seven (7) days in advance; such change in starting time shall not last more than two (2) consecutive shifts; and no employee's starting time shall be changed more than once every six (6) months.

C. There shall be no flex time without the joint concurrence of the APDEA and the Municipality. Provided, however, that on a case-by-case occasional basis at the request of the employee, a supervisor and an employee can agree on an adjustment of a starting time for non-operational reasons in order to accommodate the employee's personal concerns.

Section 4. Established Shift.

A. An established shift shall consist of a specified number of consecutive hours and, subject only to paragraph B of Article VII, Section 3, the starting and ending times of each established shift shall be the same for each day of the workweek.

B. In accordance with Article IX, Section 5, and Article VI, Section 14, assignment to such shifts shall be governed by seniority.

Section 5. Days Off.

Subject to the needs of the Department for an employee to work overtime, all employees shall have consecutive days off.

Any work performed on scheduled days off shall be paid at the appropriate rate of pay as outlined in Section 2 of this Article.

Section 6. Court Appearances.

A. When an employee is on Court Duty outside his regular shift, he shall receive court duty compensation at the appropriate overtime rate and shall be guaranteed a minimum of three (3) hours overtime pay. In the event that an employee is required to work more than three (3) hours, said employee shall be paid on an hour-for-hour basis at the appropriate overtime rate.

B. Any court time within one (1) hour of employee's duty time shall be paid at the appropriate overtime rate for the time worked. Periods of more than one (1) hour will be paid in accordance with Section "A" above.

Section 7. Call Back/Call In.

A. When an employee has completed his regularly scheduled shift and is called back to perform work within four (4) hours after his regular shift, he shall receive a guaranteed minimum of four (4) hours pay at the appropriate overtime rate.

B. When an employee is called back to perform work previously incorrectly performed by the employee, and the correction must be performed before the employee's next scheduled shift, the work will be compensated for at actual time worked, at the applicable compensation rate, exclusive of transportation time.

C. When an employee is called to work prior to his regularly scheduled starting time, and continues to work into the regular shift, he shall be paid for the time worked at the appropriate overtime rate. If an employee is called in at any other time, except to perform work previously incorrectly performed, he shall be guaranteed a minimum of four (4) hours pay at the appropriate rate.

Section 8. Off-Duty Telephone Calls and Pager Responses.

Employees responding to off-duty telephone calls and pager notification will be compensated in fifteen (15) minute increments (Article VII, Section 2) for time worked at the applicable rate. Excluded from this provision is telephonic testimony for which the employee is subpoenaed and which will be paid at the Court Overtime Rate.

Section 9. Night Shift Differential.

Employees covered by this Agreement shall receive a night shift differential equal to three percent (3%) of their base pay for working swing shifts and six percent (6%) of their base pay for working mid shifts. Employees eligible for shift differential on their regular shifts shall continue to receive their normal shift differential during training held outside of their normal work hours provided the training is forty (40) hours or less.

A. The day shift is any shift starting between the hours of 5:00 a.m. and 12:00 noon.

B. The swing shift is any shift starting between the hours of 12:00 noon and 7:00 p.m.

C. The mid shift is any shift starting between the hours of 7:00 p.m. and 5:00 a.m.

Section 10. Lengthy Work Shifts For Non-Sworn Personnel.

Except in the event of a natural disaster, personnel shall not be required to work more than 12 consecutive hours nor on any day have less than 8 consecutive hours off. This provision supersedes any seniority provision of this Agreement with respect to the allocation of overtime.

Section 11. SWAT Team.

Hours of work and shifts for those positions assigned to the SWAT team as their primary duty may be established and adjusted as required to effectively respond to crime patterns and time. Such hours and shifts shall be scheduled for at least a week's duration. The SWAT team members so assigned will not be used to backfill Patrol.

All other SWAT team members shall work their normal duties and shall bid for shifts and days off on the roster based upon position seniority. If they are required to work or train at times other than their scheduled shift, they shall be paid overtime at the appropriate overtime rate as set forth in Article VII, Section 2.

Section 12. Court Liaison.

The department will maintain positive court liaison and other efforts to minimize court overtime requirements. On at least an annual basis, the Chief of Police, or his/her designee, shall meet with the Association to discuss the best means of reducing court overtime requirements.

Section 13. Canine Demonstrations.

The Municipality shall have the exclusive right to determine whether an APD employee shall participate in a canine demonstration. If APD decides that an employee will participate in a canine demonstration, and if the demonstration occurs outside normal shift hours, the selection of the employee(s) to conduct the assignment shall be subject to the normal overtime assignments provisions in the collective bargaining agreement.

Without regard to the previous paragraph, if a canine handler is asked to perform a canine demonstration for the organization that purchased the canine, the handler may perform the demonstration without regard to the normal seniority/assignment process. If a canine handler is honored in an awards ceremony and is asked to perform a canine demonstration as part of that ceremony, the handler will be allowed to work the demonstration without regard to the normal seniority/assignment process. If a canine handler is asked to perform a canine demonstration for school functions or youth activities in which the canine handler's child, family or friends are directly involved, the handler may be allowed to do so without regard to the normal seniority/assignment process.

If a canine demonstration occurs during an employee's normal shift hours, no additional compensation shall be paid to the employee beyond the employee's normal compensation. If a canine demonstration occurs outside an employee's normal shift hours, the employee shall be compensated at the overtime rate on an hour-for-hour basis for the time spent in the demonstration. The employee shall have the right to determine whether to receive the overtime compensation in the form of cash or compensatory time off.

ARTICLE VIII

UNIFORMS

Section 1. Uniform Issue.

A. Each new sworn employee and community service officer will receive as original issue four (4) winter shirts, four (4) summer shirts, four (4) pair of trousers, one (1) parka, one (1) police jacket, one (1) rain jacket, one (1) summer hat, and one (1) winter hat.

B. Each new non-sworn uniformed female will receive as original issue one (1) police jacket, two (2) vests, four (4) skirts or slacks, or combination thereof, four (4) winter shirts, and four (4) summer shirts.

C. Each new non-sworn uniformed male employee will receive as original issue one (1) police jacket, four (4) winter shirts, four (4) summer shirts, and four (4) pair of trousers.

D. The Department may issue alternative non-sworn uniforms or substitute original issue clothing items, as appropriate for the working conditions. In addition to the alternative uniforms, all non-sworn employees will be issued a minimum of one uniform as described above in Paragraph B and C.

E. Once full accumulation is reached, articles will be replaced when they become unserviceable due to damage or wear.

Section 2. Non-uniformed Clothing and Equipment Allowance.

All non-uniformed employees shall receive Seven Hundred Dollars (\$700.00) per year clothing and equipment allowance.

Section 3. Miscellaneous Clothing and Equipment Allowance.

All uniformed sworn employees shall receive Two Hundred Dollars (\$200.00) once every two years for miscellaneous items of clothing and equipment.

Section 4. Cleaning.

The clothing articles listed below will be cleaned at Municipal expense on an as needed basis for APDEA members.

| Sworn Uniformed Men & Women and Non-Sworn Uniformed Men | Uniformed Non-Sworn Women | Non-Uniformed Men | Non-Uniformed Women |
|--|----------------------------------|--------------------------|----------------------------|
| Parka (Sworn Only) | Shirts | Suits | Jackets |

| | | | |
|----------|--------|------------------|------------------|
| Jackets | Slacks | Ties | Skirts |
| Shirts | Skirts | Vests | Pantsuits |
| Trousers | Vests | Overcoats | Blouses/Sweaters |
| Hats | Ties | Shirts/ Sweaters | Overcoats |
| Ties | Jacket | Trousers | Dresses |
| | | Sports Coat | |

ARTICLE IX

SENIORITY

Section 1. Department Seniority.

Department seniority shall be established as follows: the regular employee having the longest continuous term of service with the Police Department shall be number one on the seniority list and all other regular employees likewise shall be listed according to length of continuous service with the Police Department. Such list shall be updated and posted quarterly and shall include the date of position seniority.

Section 2. Position Seniority.

Position seniority shall be established as follows: the regular employee having the longest term of service within a position classification shall be number one on the seniority list for that classification and all other regular employees within that classification likewise shall be listed according to length of service within that classification.

A. Position seniority shall not in any way affect the employee's overall department seniority for the purposes of leave accrual and/or other fringe benefits.

B. Whenever an individual is promoted or demoted into a position classification that they have previously occupied, the time in which they had previously occupied the position shall be counted towards their position seniority (provided there has been no break in seniority pursuant to Article IX, Section 10). Any time in another position shall not be counted.

C. When two or more individuals are hired into a non-sworn classification on the same date, their pre-hire screening scores will be used to determine seniority. The individual with the highest score shall be placed above the individual(s) with the lower score(s). If there is no pre-hire screening score in a particular classification, seniority shall be determined by the Association.

D. When sworn personnel are hired on the same date, academic standing within the academy shall be used to determine the individual with the highest seniority. Scores from the academy shall be carried to the fourth decimal point for the purpose of determining academy score for seniority purposes. When sworn personnel are hired between academies, the sworn personnel so hired shall all be considered to have been hired on the same date for purposes of this section, and shall have a position seniority date of the first day of the Academy they attend. Position seniority for police officers who are unable to finish the Police Academy and later complete the subsequent Police Academy shall be set at the last day of the Initial Police Academy. Ties in seniority among police officers who are unable to finish the Police Academy and later complete the subsequent Police Academy shall be broken by academic standing in the subsequent Police Academy. When sworn personnel are promoted on the same date, scores on the promotional examination shall be used to determine the individual with the highest seniority.

Section 3. Use of Position Seniority.

A. For purposes of shift preference, days off, layoff, and rehire, position seniority shall govern. For the purposes of preference of days off and preference of shifts, position seniority will prevail and changes will be allowed at the beginning of each four-month period if the requested change is made by the fifteenth (15th) day of the month two months prior to shift change and will be allowed within position classification. The first four-month period shall commence on February 1 of each year, with requested changes due no later than December 15. At least five days before shift bids are due, the Municipality shall notify employees as to the anticipated staffing on each shift and the days off blocks for each shift. The Municipality shall post the result of the shift bid by the fifteenth day of the month preceding the change. The change of days off and shifts other than at the beginning of each four-month period shall be allowed with the approval of the Association and the Chief of Police.

B. For the purposes of annual leave preference only, position seniority will prevail for annual leave requests submitted more than ninety (90) days in advance of the scheduled annual leave. The Municipality shall approve or deny such leave requests no less than seventy-five (75) days before the dates requested off for leave. After that time, the first request received will be honored except where requests for annual leave are received on the same calendar day. In that case, position seniority will prevail.

C. If an employee has leave approved and voluntarily changes shifts or assignments, he/she must resubmit a leave slip to his/her new shift commander, and it shall be treated as a new request at that time.

Section 4. Notice of Layoff

A. Regular employees will be laid off by inverse Department seniority within a job classification.

B. Notice of Layoff. The Chief shall give written notice to Labor Relations and to the employees and Association on any proposed layoff. Such notice shall state the reasons therefore and shall be submitted at least two (2) weeks before the effective date thereof.

C. Bumping Rights.

(1) A regular employee who has been notified that he or she is to be laid off may bump into a position parallel in classification to the one from which he or she is to be laid off or into a lower job classification provided he or she is higher in Department seniority than the person occupying the position to be bumped into.

(2) No employee may bump into a higher classification.

(3) The employee must meet the entry level qualifications for the job he or she wishes to bump into as defined by Municipality of Anchorage classification and pay.

(4) Once the employee has bumped into a position, the employee will have ninety (90) days to successfully complete training in the new position.

(5) The employee will enter the classification bumped into at the lowest position seniority but will maintain his or her Department seniority.

(6) An employee will be allowed one bump option per lay off notice.

(7) An employee shall be paid in accordance with the pay range applicable to the job classification bumped into.

Section 5. Recall Procedure.

A. Regular employees shall be recalled starting with the laid off employee with the highest Department seniority to be called first.

B. An employee who has opted to use bumping rights shall be recalled in accordance with this section.

C. The recalled employee shall be paid in accordance with the pay range applicable to the job classification to which the employee is recalled.

D. Laid off employees will maintain recall rights for a three (3) year period.

E. Police officers who have been laid off for more than one (1) year causing loss of their APSC certification will be provided retraining to reinstate their certification.

F. Recalled employees shall have the lay off time added to their overall time on the Department for purposes of Department seniority only.

G. Recall shall be by job classification. Lists for each classification shall be established.

H. Employees who are laid off from a position bumped into shall be entitled to recall to the position from which originally laid off.

I. A laid off employee who declines recall to a position shall be moved from the recall list and be considered as terminated.

Section 6. Work Outside Shift.

All work performed outside of the regularly scheduled workday shall be on a position seniority basis within the section concerned, then the division, providing senior employee/employees are qualified to perform the work required, unless otherwise mutually agreed upon by both the Association and the Municipality. For purposes here, Traffic and Patrol shall be considered one section. For every seven (7) employees scheduled for the work described herein, one (1) supervisor shall also be assigned. These special assignments will be posted no less than five (5) days prior to the event, where possible. Notwithstanding any other provision in this section, officers assigned as school resource officers shall have the first opportunity to work school district functions for the schools to which they are assigned; if an overtime assignment is not filled by those school resource officers, then the overtime shall be offered on a division-wide basis.

Nothing in this section shall be construed to require the Department to call in an employee on an overtime basis when the work can be done by an employee on duty who is otherwise qualified to perform the assignment.

Section 7. Job Assignment Standards.

Job assignments shall be made on the basis of qualification. Qualifications being substantially equal, job assignment shall be made on the basis of position seniority. For the purpose of this Section, job assignment is defined as any transfer of an employee from one section or division to another. Job assignments shall initially be offered within the division in which the vacancy occurs. If positions cannot be filled by job assignment within a division, they shall be filled on a department-wide basis. Any disputes arising from job assignments shall be subject to the Grievance Procedure.

Section 8. Retention on Return from Military Leave.

An employee who returns from Military Leave timely shall be reappointed into the position he had when he left on Military leave, or into one as nearly like as possible.

Section 9. Extra Employees.

Non-bargaining unit extra employees and employees on light duty shall not deprive regular employees of overtime under any circumstances.

Section 10. Break in Seniority.

Department and position seniority shall be terminated by the following conditions:

- A. Proper discharge.
- B. Lay-off of three (3) years duration.
- C. Resignation.
- D. Failure to return from leave of absence or annual leave on agreed date unless approval is obtained from the Municipality. Emergencies excepted, and will be agreed upon by both the Association and the Municipality.

Section 11. Compensation for Failure to Follow Seniority.

In the event an employee is not worked in his rightful position of seniority, as set forth in this Agreement, he shall be compensated in the amount that was earned by the employee who was worked in his stead, unless otherwise mutually agreed upon by both the Association and the Municipality.

ARTICLE X

SICK LEAVE

Section 1. Accrual.

Sick leave shall accrue at the rate of six (6) hours per pay period or majority fraction thereof, to a maximum of Five Hundred and Twenty (520) hours, as provided herein, from date of hire with the Municipality.

Section 2. Use.

Sick leave credits may be used on the third (3rd) day of each illness or injury until accrued credits are exhausted for regular personnel. Sick leave shall be based on the employee's actual grade and step, at the factored rate to which the employee is entitled. Sick leave credits may not be used until the fifth (5th) day of each illness or injury in the employee's family, as defined in Section 6 in this article. Employees who have used accrued sick leave benefits may continue to accrue sick leave at the monthly rate up to the maximum accrual under the terms of Section 1 of this Article.

Section 3. Accrual During Leave.

Sick leave will continue to accrue during any approved paid leave, and during the first thirty days of approved unpaid leave.

Section 4. Use During Leave.

Sick leave may be taken during an illness or non-compensable injury, whether on annual leave, approved leave, or for the first thirty (30) days of approved unpaid leave. However, an employee must furnish written proof of such illness or injury by a licensed medical physician.

Section 5. Violation.

Any proven infraction of this Article shall be cause for discipline or dismissal.

Section 6. Sick Leave Use For A Qualifying FMLA Condition.

An employee may use sick leave for absences from work for conditions meeting the definition of "serious health conditions" under the FMLA, either because of a serious health condition on the part of the employee or to care for the employee's spouse, child, or parent who is suffering a serious health condition. The Municipality shall have the right to request certification of the circumstances upon which the leave is based, and to renew the request for certification on a periodic basis. The elimination period of Section 2, above, shall not apply to such uses. For purposes of this section, neither pregnancy nor caring for recently-born or adopted children shall qualify for the use of sick leave unless the mother or the child suffer from a serious health condition.

Section 7. Excess Sick Leave Bank.

Effective upon the execution of this contract, an excess sick leave bank shall be established and maintained subject to the following conditions:

- A. Each pay period, the sick leave hours that would have been accumulated by APDEA members above the 520 hour individual account maximum will be deposited in the Bank. At no time shall there be more than 1,000 hours in the Bank.
- B. Employees shall be allowed to draw hours from the bank for qualifying conditions under Section 6, above, provided the employee does not have more than eighty (80) hours in the employee's individual sick leave account.
- C. Employees shall submit written requests for use of Bank time to the Chief or the Chief's designee.
- D. Disputes concerning the eligibility of an employee to use the Bank shall be referred to the expedited grievance procedure in this Agreement.

ARTICLE XI

OTHER PAID LEAVE

Section 1. Bereavement Leave.

In the event of a death in the regular employee's immediate family, the employee shall be allowed time off without loss of pay from and including the date of the death to and including the date of the funeral for the purpose of attending the funeral according to the following schedule:

- A. Anchorage = two (2) days

B. Within Alaska = three (3) days

C. Out-of-State = four (4) days

For this section only, immediate family shall be defined as spouse, son, daughter, mother, father, sister, brother, grandmother, grandfather, grand child, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-father, step-mother, step-son, step-daughter, same-sex domestic partners as defined by the Municipality, or other family members permanently residing with the employee. Such bereavement leave shall not be charged against any of the employee's leave accounts.

Section 2. Training.

Subject to the needs of the Department, paid time off shall be granted for Department approved training, including attendance at seminars and schools, providing the work situation permits a temporary absence without serious effect upon the department's schedule of activities. If the training is conducted during the employee's regular work hours, the employee shall not be granted additional leave for the training, but shall be allowed to attend the training during regular working hours.

Section 3. Military Leave.

Any regular employee who is a member of a branch or component of the U.S Armed Forces, and who had received duly authorized orders to attend military paid duty, shall be allowed up to fifteen (15) working days per calendar year for such purpose. At the discretion of the employee, they may elect to use Annual Leave during the 15 day period rather than Military Training Leave. If the employee elects to use Annual Leave, it will not be in addition to fifteen (15) days of Military Training Leave. During Military Training Leave, employees shall be paid the difference in their factored rate of pay and military pay. Employees ordered to attend additional periods of military duty may take leave without pay for such duty.

Section 4. Jury Duty.

A. Fees. The Employees shall submit to the Payroll Section a copy of the Clerk of Court check stub within one pay period from when called to jury duty. The fees paid to the employee will be deducted from the employee's gross wages.

B. Jury Duty During Regular Shift. Employees who are required to attend jury duty on their regular shift shall be granted leave to attend jury duty, but upon completion of jury duty, shall be required to return to their regular shift if the duty is completed prior to the shifts conclusion.

C. Jury Duty Outside of Normal Shift Hours But on Regular Work Days. Employees required to attend jury duty during their regular working day but outside of their normal shift hours, and who are required to serve less than two (2) hours in a calendar day shall report for their entire regular shift. If required to attend jury duty in excess of two

(2) hours in any calendar day, then the employee shall be credited with jury leave and shall be excused from his/her regularly scheduled shift for that day.

D. Certification of Attendance. All employees shall submit to the Payroll Section a copy of the employee's Certification of Attendance slip from the court system showing days and times served.

Section 5. Blood Donation.

Employees shall be allowed the time necessary for donating blood . Employees must show proof of donation.

Section 6. Contract Negotiations.

Employees shall be allowed reasonable time necessary for contract negotiations and negotiations preparation.

ARTICLE XII

ANNUAL LEAVE

Section 1. Accrual.

Upon the effective date of this collective bargaining agreement, leave accrual for regular employees shall be as follows:

| MONTHS OF SERVICE | PER PAY PERIOD |
|--------------------------|-----------------------|
| (1) 1st through 60th | 8.31 hrs |
| (2) 61st through 120th | 9.23 hrs |
| (3) 121st and thereafter | 10.15 hrs |

Section 2. Extended Annual Leave.

An employee desiring extended annual leave shall secure written permission from both the Municipality and the Association. Each employee shall be allowed thirty (30) days extended vacation leave without pay upon proper request. Such leave shall be used in conjunction with no less than a like amount of annual leave.

Section 3. Accrual While on Leave.

Leave shall continue to accrue during the time an employee is on approved paid leave. Such additional accrual shall be canceled, however, if the employee quits and fails to resume duty upon completion of approved leave.

Section 4. Accrual Limit.

An employee will not be required to take annual leave during the year and shall also have the privilege to an unlimited accrual of annual leave. However, leaves for longer than sixty (60) calendar days may be taken only with the approval of the Municipality and the Association.

Section 5. Use.

Annual leave may be used for any purpose desired by the employee upon proper notification. For purposes of this section proper notification shall mean the employee's immediate supervisor. In the case of emergency where the employee's immediate supervisor is not available, Dispatch may be notified. Employees will not be able to use leave accrued while on leave until they return to work for one complete shift.

Section 6. Annual Leave Cash-In.

Cash-in lieu of accrued annual leave may be obtained upon written request one payroll period in advance of the time of cash-in subject to cash availability and budgetary limitations. In emergency situations the required notice shall be waived and the matter handled expediently.

ARTICLE XIII

LEAVE WITHOUT PAY

Section 1. Personal Reasons.

The Chief, and/or his designee, may at his/her sole discretion, grant up to ninety (90) days leave without pay to an employee for personal reasons. Sick leave, annual leave and seniority shall continue to accrue during the full ninety (90) days of such approved unpaid leave. The Municipality shall provide written notification to the Association of any leave without pay over forty-five (45) days.

Section 2. Temporary Absences for Disability, Illness or Injury.

A regular employee having thirty (30) days or more of continuous service credit with the Municipality and who is unable to perform his/her regular duties because of non-duty related disabling illness or injury, but is certified by a medical doctor as having a reasonable expectation to return to work after the date of original injury, disability or illness, shall receive a leave of absence, but with service credit and seniority accumulating.

Section 3. Chronic Absences for Disability, Illness or Injury.

A regular employee who has chronic disability, illness, or injury, and whose medical prognosis indicates that the employee will be unable to perform the essential functions of their position with reasonable accommodation, may be placed in layoff status from

their position. Nothing in this section in any way lessens the Municipality's obligation to reasonably accommodate an employee's disability by assignment to another position provided that, with reasonable accommodation, the employee can perform the essential functions of the other position.

Section 4. Family Leave.

Family leave shall be granted in accordance with the requirements of the Family and Medical Leave Act, 29 U.S.C. Section 2600, et seq., and the Alaska Family Leave Act, AS 39.20.500 et seq., except to the extent that other provisions in this agreement provide a family leave benefit more generous to employees than the FMLA and/or the AFLA.

ARTICLE XIV

HOLIDAYS

Section 1. Recognized Holidays.

Holidays recognized are:

| | |
|-------------------------|---------------------|
| Veterans Day (Nov. 11) | Presidents' Day |
| Thanksgiving Day | Seward's Day |
| Thanksgiving Friday | Memorial Day |
| Christmas Eve (1/2 day) | Independence Day |
| Christmas Day | Employee's Birthday |
| Labor Day | New Year's Day |

Section 2. Holiday Pay.

Holiday pay shall be defined for a regular employee as the employee's factored rate of pay for eight (8) hours for employees working a five (5) day work week, the applicable eight (8) or nine (9) hours for employees working a 9/80's schedule, and for ten (10) hours for employees working a four (4) day work week. Holidays on days off for employees working alternative shift schedules shall be as provided in the underlying agreement calling for the alternative shift schedule. Communications Clerks shall receive the factored rate holiday pay for scheduled work hours.

Section 3. Holidays on Work Days.

If a holiday falls on a regular employee's regularly scheduled work day, at the option of the Chief of Police, the employee shall either be given the day off with holiday pay or if the holiday is worked, receive time and one-half in addition to the holiday pay.

Section 4. Holidays During Leave or Layoff.

A recognized holiday occurring during an employee's annual leave or illness shall not be charged as a day of leave for employees who are in paid status when the holiday occurs. Regular employees on lay-off shall be paid holidays if they have worked or received compensation for any part of the month in which the holiday occurs.

Section 5. Birthday Holidays.

Employees whose birthday falls on another recognized holiday may select another day besides their birthday on which to celebrate with the mutual consent of their supervisor.

Section 6. Holidays on Day Off.

If a holiday falls on a regular employee's normally scheduled day off, the employee shall receive, at the option of the employee, either holiday pay or eight (8) hours of additional leave for employees working a five (5) day work week, or the applicable eight (8) or nine (9) hours of additional leave for employees working a 9/80's schedule, or ten (10) hours of additional leave for employees working a four (4) day work week. If a holiday falls on a Communication Clerk's normally scheduled day off, he/she shall be compensated at the factored rate for twelve (12) hours. Holidays on days off for employees working alternative shift schedules shall be as provided in the underlying agreement calling for the alternative shift schedule.

ARTICLE XV

WAGES

Section 1. New Employees.

All new employees without an Alaska Police Standards Council (APSC), or equivalent certification, hired subsequent to July 12, 1999 will be paid 80% of the "A" step rate until completion of FTO training. All new employees holding APSC, or equivalent certification, shall be hired at the regular "A" step rate.

Section 2. Step Increases.

The time interval for all steps is one (1) year except as provided in subparagraph 3 of this Article.

Section 3. Step Increases After Promotion.

Time interval between date of promotion and the next merit step increase shall be six (6) months for sworn personnel and dispatchers, and ninety (90) days for all other non-sworn personnel. Each step increase thereafter in the same pay range shall be received at one (1) year intervals.

Section 4. Accelerated Step Advancement.

Nothing in this Article will prohibit any employee from being advanced at a faster rate than prescribed above.

Section 5. Wage Increases.

A. The Municipality shall allow APDEA employees to participate in the Municipality's 401(k) savings plan, into which APDEA members can contribute a portion of their earnings subject to the limits specified by the IRS and/or the plan document. The Municipality will match 100% of each APDEA participant's contribution to their 401(k) account, up to a maximum Municipal contribution of 2.0% of the employee's eligible earnings for any calendar year. There shall be two types of Section 401(k) matching contributions made by the Municipality: (1) a "regular payday" match; and (2) an "end of year".

1. Regular Payday Match: On each regular pay day, the Municipality shall match the member's payroll contribution to the member's Section 401(k) account, up to a maximum matching contribution during the course of the calendar year of \$2,000.
2. End of Year Match: The end of year match shall occur on the last pay date in the calendar year. On that pay date, the Municipality shall total the amount of the members Section 401(k) contributions during the course of the calendar year and shall total the amount of the regular pay day matching contributions it has made during the course of the year. If the member's contributions exceed the Municipality's contributions, the Municipality shall make an additional contribution equivalent to the member's contribution, but not exceeding 2% for the calendar year of the member's annual 401(k) retirement-eligible income, including overtime.

B. Effective the first full pay period nearest to January 1, 2009, all pay scales shall be increased across-the-board by 3.0%.

C. Effective the first full pay period nearest to January 1, 2010, all pay scales shall be increased across-the-board by the average annual rate of increase of the Anchorage CPI-U over the previous five years, as measured by the First Half indices for each of the five years, with a minimum increase of 2.9% and a maximum increase of 4.5%.

D. Effective the first full pay period nearest to January 1, 2011, all pay scales shall be increased across-the-board by the average annual rate of increase of the Anchorage CPI-U over the previous five years, as measured by the First Half indices for each of the five years, with a minimum increase of 2.9% and a maximum increase of 4.5%.

E. Effective the first full pay period nearest to January 1, 2012, all pay scales shall be increased across-the-board by the average annual rate of increase of the Anchorage CPI-U over the previous five years, as measured by the First Half indices for each of the five years, with a minimum increase of 2.9% and a maximum increase of 4.5%.

F. Effective the first full pay period nearest to January 1, 2013, all pay scales shall be increased across-the-board by the average annual rate of increase of the Anchorage CPI-U over the previous five years, as measured by the First Half indices for each of the five years, with a minimum increase of 2.9% and a maximum increase of 4.5%.

G. Effective on the first full pay period closest to July 1, 2009, the sergeant wage scale shall be increased by 1.0%. Effective on the first full pay period closest to July 1, 2010, the sergeant wage scale shall be increased by an additional 1.0%. Effective on the first full pay period closest to July 1, 2011, the sergeant wage scale shall be increased by an additional 1.0%.

H. Effective January 1, 2009, there shall be a new performance pay incentive program implemented for eligible sworn classifications. The requirements of the performance pay step are contained in Appendix B to this agreement. The performance pay incentive shall be an amount 5.0% higher than the top base pay steps for the sworn classifications.

I. Effective on the first full pay period closest to July 1, 2010, a 5.0% pay step shall be added to the top of the pay scale for Senior Patrol Officer and Sergeant.

Section 6. Communications Clerk III, Evidence Technician II, Police Clerk III and Records Supervisor.

Employees promoted to the positions of Communications Clerk III, Evidence Technician II, Police Clerk III or Records Supervisor shall be assigned that step in the new range which provides for a ten percent (10%) increase in base pay. If the highest step in the new range provides less than a ten percent (10%) increase in base pay, the employee shall receive a ten percent (10%) increase in base pay, and shall remain at the new rate until the top step of the new range exceeds the employee's new base pay.

Section 7. Specialty Pay.

A. Full-Time Specialty Pay. SWAT members, EOD members, canine handlers, officers and sergeants in the traffic fatality investigations unit, domestic violence investigators and, officers and sergeants assigned to Internal Affairs, in recognition of the specialized skills required, will receive five and one-half percent (5.5%) specialty pay while assigned to those teams or units.

B. Specialty Pay For Time Worked. Instructors at the Recruit Academy or at formal in-service training, FTOs, the TSU, the Crisis Negotiations Unit, the Major Collision Investigation Unit, the Crime Scene Team, and Translators shall receive 5.5% premium pay for time worked in these capacities.

Section 8. FLSA.

Should any of the wages and/or benefits provided pursuant to the terms of this collective bargaining agreement be challenged under the FLSA either party can reopen to negotiate a change in such wage and/or benefit provided in this Agreement. If the

parties cannot agree, the issue shall be subject to fact-finding and binding interest arbitration pursuant to AMC 3.70.

Section 9. Canine Handlers.

It is recognized that activities including exercising, training, grooming and care of canines is to be performed during normal duty time. In recognition that canine handlers may on occasion have to perform work-related duties in caring for their dogs while off-duty, the Municipality shall pay each canine handler an extra 30 minutes per day at time-and-one-half of the employee's factored rate of pay to cover such activities, without regard to whether the canine handler is, in fact, performing the duties on a particular day. If a canine handler is required to spend any additional time in duty-related functions, he/she shall first, if not an emergency situation, receive prior approval from his/her supervisor. If an emergency requires such extra duty then the canine handler shall promptly report the extra time to his/her supervisor. Under any circumstance, any additional time worked over and above the 30 minutes per day shall be promptly reported on the employee's time card. It is the policy of the Department that dogs in the canine program will be kenneled at home.

Section 10. Sergeant

Employees promoted to Sergeant shall be assigned that step in the new range that provides for at least a ten percent (10 %) increase in base pay.

Section 11. Detectives.

Patrol officers and sergeants assigned on a full-time basis as detectives shall receive specialty pay of 7.0%. Detective's specialty pay shall not be pyramided with any premium pays in Section 7 of this Article.

ARTICLE XVI
CLASSIFICATIONS

Section 1. Classifications.

| | |
|-----------------------------|-----|
| Police Messenger | 12 |
| Police Clerk | 14 |
| Senior Police Clerk | 15 |
| Impound Technician | 16A |
| Specialty Clerk | 16A |
| Assistant I.D. Specialist | 16A |
| Police Clerk III | 16B |
| Evidence Technician I | 16E |
| Communications Clerk I | 16M |
| Payroll Specialty Clerk | 17 |
| Background Specialist | 20 |
| Crime Lab Technician | 20 |
| Evidence Technician II | 20E |
| Communications Clerk II | 21M |
| Communications Clerk III | 22M |
| Community Service Officer | 16 |
| Crime Prevention Specialist | 16 |
| Data System Technician I | 23 |
| Data System Technician II | 24 |
| Warrant Officer | 24 |
| Identification Technician | 24 |
| Patrol Officer | 24 |
| Detective | 24 |
| K-9 Officer | 24 |
| Police Records Supervisor | 25 |
| Senior Patrol Officer | 25 |
| Senior Detective | 25 |
| Sergeant | 27 |
| Detective Sergeant | 27 |

Section 2. Senior Patrol Officer.

The Classification of Senior Patrol Officer has been established with the pay range of 25P. All Patrol Officers with five (5) years of position seniority as Patrol Officers will be considered Senior Patrol Officers and paid accordingly.

Section 3. Senior Clerk.

The classification of Senior Clerk has been established with the pay range of 15P. All Police Clerks with five (5) years position seniority as Police Clerk shall be considered Senior Police Clerk and paid accordingly.

ARTICLE XVII

LONGEVITY

Employees on the payroll as of January 1, 1981, shall be eligible for, and receive, 10% longevity pay unless they resign, are laid off for longer than one (1) year without reemployment, or are discharged for cause. Longevity pay shall not be paid to any employees hired, rehired, or reemployed more than one (1) year from the date of layoff after January 1, 1981.

ARTICLE XVIII

HEALTH AND WELFARE

Section 1. Group Insurance.

The MOA will provide a Flexible Benefit Plan (Plan) of medical, audio, vision, and dental benefits for eligible employees.

Section 2. Premiums.

A. Effective January 1, 2009, the Municipality’s contribution towards the Flex Plan shall be \$1,466 monthly. Any remaining premium payments shall be the responsibility of the member.

B. Beginning January 1, 2010, the Municipality and the member contribution rates will be based upon the number of benchmarks reached in the preceding fiscal year by the APDEA’s bargaining unit. The premium cost above the base rate of the 2009 premium of the 100 Plan with orthodontia (\$1492), shall be as follows:

| No Benchmarks Reached | One Benchmark Reached | Two Benchmarks Reached | Three Benchmarks Reached |
|------------------------------|------------------------------|-------------------------------|---------------------------------|
| 89% (MOA)/ 11% (Member) | 91% (MOA)/ 9% (Member) | 93% (MOA)/ 7% (Member) | 95% (MOA)/ 5% (Member) |

Section 3. Benefit Levels.

During the life of this agreement, there shall be no changes in the deductibles, co-insurance levels, lifetime maximum benefits, and annual out-of-pocket maximum expenses for the 2009 plan known as the 100 Plan.

Section 4. Benchmarks.

A. Benchmarks may be attained by the APDEA in each of the following categories: (1) Participation in the MOA Health Risk Assessment Questionnaire; (2) The percentage of all prescriptions filled with generic drugs (“Generic Fill”); and (3) The percentage increase in dental preventive visits per year made by employees and their spouses or domestic partners.

B. The benchmarks shall be as follows:

| Year | Health Risk Assessment | Generic Drugs | Dental Preventative Visits |
|-------------|-------------------------------|---|--|
| 2010 | 50% of membership | Establish Base Pass: Benchmark is considered met | 105% of Base Year or 90% overall utilization |
| 2011 | 60% of membership | 105% of Base Year or overall usage of 65% | 110% of Base Year or 90% overall utilization |
| 2012 | 70% of membership | 110% of Base Year or overall usage of 65% | 115% of Base Year or 90% overall utilization |
| 2013 | 80% of membership | 115% of Base Year or overall usage of 65% | 120% of Base Year or 90% overall utilization |

C. The Base Year for Generic Drugs shall be the annualized value of the Generic Fill percentages during the period between January 1, 2009, and June 30, 2009. The Generic Drug measurements do not include specialty drugs. The Generic Drug benchmark shall be considered met for 2010.

D. For purposes of the Dental Preventative Visits Benchmark, the combination of employees and spouses/domestic partners shall be referred to as the Target Dental Population. The Base Year for Dental Preventative Visits is the period between July 1, 2007, and June 30, 2008. The rate of utilization of Dental Preventative Visits for this base year was 823.30 per 1,000 individuals in the Target Dental Population. The

measurement will be of the number of claims for CDT codes 1000 – 1999. As a result, the 2010-2013 Benchmarks will be 105%, 110%, 115% and 120% of the benchmark respectively.

C. If the bargaining unit achieves a future year's benchmark or benchmarks, the premium calculation shall include credit for the additional benchmark(s) achieved. For example, if in 2011, 72% of APDEA members participate in the health assessment questionnaire, and there has been a 10% increase in dental preventative services over the prior year, but the generic benchmark has not been met, the APDEA shall be given credit for achieving three benchmarks.

D. The Municipality shall allow a reasonable time for employees to complete the Health Risk Assessment Questionnaires while on duty. The Questionnaires shall be used for only one purpose: providing aggregated information to the Municipality. No information about individual employees shall be provided by the third-party contractor collecting the Questionnaires and compiling the Questionnaire results to either the Municipality or any other person or organization.

Section 5. Section 125 Plan.

The Municipality shall offer a Section 125 plan and any other tax-sheltering plans available so that employee co-payments of premiums shall be on a pre-tax basis.

Section 6. Cafeteria Plan.

A. If an employee chooses to utilize a less-expensive plan through the Flex system than the 100 Plan with orthodontia, the employee can elect to utilize any difference between the Municipality's contribution and the costs of the plan(s) chosen by the employee in any of the following manners: (1) As contributions to the employee's 401(k) account; (2) To retain in a medical savings account to defray the cost of future premium co-payments; or (3) As payment of wages. The employee's election shall be made in the November preceding the start of the subsequent year.

Section 7. Unpaid Leave.

If an employee is absent and on unpaid leave due to illness, approved leave, or an off-the-job injury, the Employer shall continue to make contributions for the employee as if here at work, for a period of forty-five (45) days. The Municipality will continue to provide medical coverage for employees absent on paid leave including leave for periods of injury in the line of duty.

Section 8. Retirees.

The Municipality shall provide medical coverage for all retirees from the Anchorage Police Department who are not provided such coverage by another plan. Major medical coverage including coverage for audio, visual and dental will be provided. Coverage under this provision may not be diminished during the term of this Agreement.

ARTICLE XIX

LIFE INSURANCE AND ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)

The Municipality will provide basic life and AD&D insurance coverage in the amount of \$200,000 for each sworn employee and in the amount of \$50,000 for each non-sworn employee. Each employee can purchase an additional life and AD&D insurance coverage at the monthly premium rate set by the insurance carrier.

ARTICLE XX

INJURY LEAVE

Section 1. Eligibility.

A regular employee who is injured in the course of performing his/her duties shall be eligible for injury leave as provided in this section. If a regular employee fails to return or a physician states the employee does not have a reasonable expectation to return to full-time work, the Chief may terminate that employee. A regular employee on injury leave shall comply with all reporting requirements of the Department's sick leave policy.

Section 2. Termination of Employee.

If an employee's medical prognosis is that he/she will be permanently unable to perform his/her duties due to illness or injury, the Chief may layoff the employee or, at the employee's election, shall terminate the employee. If the employee is terminated, it shall be considered to be an involuntary termination for all purposes.

Section 3. Supplemental Pay.

The Municipality shall supplement workers' compensation payments to the extent that the injured employee receives no more than ninety percent (90%) of current base pay, with longevity and education.

Section 4. First Three Days Following Date Of Injury.

When an employee is injured on the job, the employee may use personal sick leave, annual leave or leave without pay for the first three (3) days following the date of injury.

Section 5. Insurance Coverage.

While a regular employee is on injury leave, health and life insurance coverage shall be continued until terminated pursuant to paragraph 1 or 2 of this Article, or until any one of the conditions of Section 4 of this Article are met.

Section 6. Termination of Municipality's Responsibilities.

The Municipality's responsibilities under this Article XX shall terminate upon the occurrence of any of the following:

- A. Forty-five days after the date on which the employee is declared by a physician to be permanently disabled or on which a retirement plan commences to make disability or retirement payments to the employee, whichever occurs first;
- B. As of the date on which the employee engages in any full-time occupation for wage or profit; or
- C. As of the date on which the employee no longer receives temporary total or temporary partial disability benefits.

Section 7. Requirement.

An employee shall be eligible for injury leave only upon satisfaction of the following conditions:

- A. The employee shall make a complete report of the injury to the Alaska Department of Labor through the Chief or his/her designee;
- B. The employee shall cooperate with the Department to prepare and submit all forms and information related to the employee that may be requested;
- C. The employee shall cooperate fully with the Municipality's Workers' Compensation insurance carrier so long as the employee's Workers' Compensation claim has not been contested and, where applicable, any rehabilitation agency working with the employee; and
- D. The employee does not use annual leave at any time.

ARTICLE XXI

TEMPORARY DUTY ASSIGNMENTS

These procedures will be followed when temporary duty assignments (synonymously called TDYs or TDAs) outside of the affected employee(s) division are made. These provisions shall not apply to training activities, currently covered under separate agreement.

- 1. Unless otherwise agreed by the APDEA and the Municipality, voluntary TDY assignments shall not exceed six months in duration. If such an extension is sought, the Municipality shall formally post the position.
 - a. Persons in voluntary TDY assignments shall be eligible for overtime in the division of the TDY assignment. In addition, the affected employee(s) shall only be eligible for

overtime in their permanently assigned division if the TDY assignment is for 40 hours or less.

2. Involuntary TDY assignments shall not exceed four weeks (160 hours). If such an assignment exceeds that period, the APDEA and the Municipality shall meet and confer within five working days after the conclusion of the four weeks or the date on which the Municipality decides to extend the TDY assignment, whichever comes first. If mutual agreement cannot be reached, the matter shall be submitted to the grievance procedures outlined in Article V, Section 2(N).

a. Persons in involuntary TDY assignments shall be eligible for voluntary overtime in both their permanently assigned division and in their TDY division; however, they will not be subject to the routine involuntary (call-ins) overtime of their permanently assigned division.

b. Persons in involuntary TDY assignments shall not lose any shift differential that they would otherwise be entitled to in their permanent assignment.

3. A person in a TDY assignment shall continue to have his or her department seniority recognized for normal application (overtime selection, leave selection, and shift/days-off selection in the TDY assignment), but only to distinguish between other employees performing the same job on a TDY basis.

4. If the TDY assignment itself is an overtime assignment, the overtime shall be offered in the following order on a seniority basis: To employees within the section of the TDY assignment, then to employees within the division of the TDY assignment, then to employees on a Department-wide basis.

ARTICLE XXII

EDUCATIONAL BENEFITS

All employees shall receive educational benefits as follows:

The employer will pay the following pay increases for college degrees. This increase will not apply to probationary employees. Amounts will be calculated under present practices for employees currently pursuing their degree. For employees not currently pursuing a degree, all amounts will be calculated at the employee's base rate.

Associate degree issued by an accredited institution as recognized by the Council for Higher Education Accreditation (CHEA). 4%

Bachelor degree issued by an accredited institution as recognized by the Council for Higher Education Accreditation (CHEA). 8%

The employees receiving educational pay benefits, prior to July 1, 1980, shall continue to maintain those benefits, the amounts of which shall be calculated under those practices. Employees receiving educational pay benefits prior to January 1, 2009, for

degrees not accredited by the Council for High Education Accreditation shall continue to maintain those benefits.

ARTICLE XXIII

TUITION REFUNDS

The Municipality agrees to pay 100% of tuition and required books for all employees enrolled in accredited university courses at the University of Anchorage or Wayland Baptist University which are taken as part of an associates, bachelor or master's degree program or courses which are of immediate and direct value to the Municipality.

The Municipality agrees to pay \$300 per credit hour and required books for all employees enrolled in other accredited university courses.

Total Tuition and book payments per employee per calendar year shall not exceed \$3600.

Tuition and books shall not be paid for courses taken as part of a degree program where the Municipality has already paid tuition and books for another degree program of the same level.

For employees hired after January 1, 2009, tuition refunds will be available only for expenses incurred after the employee has been an APD employee for eighteen (18) months.

Employees who terminate within twelve (12) months of receiving tuition payment(s) from the Municipality are obligated to reimburse the same amount to the Municipality.

ARTICLE XXIV

SEPARABILITY AND SAVINGS CLAUSE

Section 1. Suspension.

Should it be determined that any Article of this Agreement is not applicable to any portion of the Municipality's business because of any Federal or State law, then such article shall be suspended.

Section 2. Separability.

In the event that any of the provisions of this Agreement shall be declared by a Court of competent jurisdiction to be invalid for any cause, such invalid provisions shall be deemed to be nonexistent and the remainder of this Agreement shall continue in full force and effect.

ARTICLE XXV

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by the change in any kind of ownership, management, or government entity of either party hereto, or any change, geographical or otherwise, in the location of business of either party hereto.

ARTICLE XXVI

HOME CARS

The Department will provide take home vehicles to all permanent sworn officers, but they may not be taken outside of the Municipality of Anchorage, or South of Potter Flats. If there is a temporary shortage of home cars, the available home cars shall be distributed on a position seniority basis for uniformed and non-uniformed personnel. Following an initial written warning an officer may lose his/her home car privileges if off duty activity remains unacceptable. Sworn officers on light duty shall turn in their take home vehicle until such time as the officer is returned to full duty.

The parties agree and acknowledge that no employee is required to use a home car. Use of the home car while off-duty for normal vehicle activities not related to the employee's law enforcement duties, including, but not limited to, commuting to and from work, and any time spent maintaining the vehicle for such non-work-related activities is not considered compensable time. Should an employee engage in any law enforcement activities while off-duty, she/he shall report such activity and the time spent. Should the use of the home cars be challenged under the FLSA, either party may reopen this contract on the issue of home cars.

ARTICLE XXVII

ADMINISTRATIVE FEES

The Municipality may charge APDEA employees hired on or after May 17, 2004 a \$2.50 per pay period for child support and student loan garnishments.

ARTICLE XXVIII
TERM OF AGREEMENT

Section 1. Term.

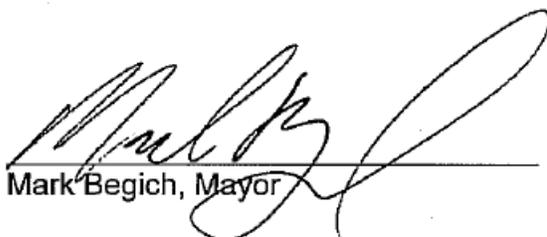
This agreement shall become effective upon the date of mutual ratification by the parties and shall remain in effect until December 31, 2013

Section 2. Notice.

Either party shall give ninety (90) days written notice to the other prior to the expiration date of this Agreement of its desire that the Agreement shall be re-negotiated.

Agreed to this 16th day of December, 2008

MUNICIPALITY OF ANCHORAGE


Mark Begich, Mayor

ANCHORAGE POLICE DEPARTMENT
EMPLOYEE'S ASSOCIATION


Everett Robbins, President


Lisa Arnold, Labor Relations Director


Will Aitchison, Attorney


David KF Otto, Employee Relations Director


Rob Heun, Chief of Police

APPENDIX A

PAY RANGE AND STEP SCHEDULE

January 2009 Pay Schedule

3% Increase

Effective 1st full pay period nearest to January 1, 2009

| Salary Admin Plan | Grade | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|-------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| PDA* | 12 | 14.95 | 18.68 | 19.13 | 19.65 | 20.16 | 20.64 | 21.26 | |
| | 14 | 15.73 | 19.65 | 20.16 | 20.64 | 21.26 | 21.75 | 22.42 | |
| | 15 | | 20.22 | 20.75 | 21.27 | 21.90 | 22.40 | 23.10 | |
| | 16 | 20.35 | 25.42 | 25.91 | 26.63 | 27.17 | 27.81 | 28.54 | |
| | 16A | 16.74 | 20.94 | 21.47 | 22.08 | 22.65 | 23.36 | 24.06 | |
| | 16B | 17.28 | 21.59 | 22.17 | 22.72 | 23.36 | 23.93 | 24.65 | |
| | 16E | 17.30 | 21.65 | 22.20 | 22.84 | 23.42 | 24.15 | 25.94 | |
| | 16M | 16.97 | 21.69 | 22.95 | 25.99 | | | | |
| | 17 | 16.01 | 20.00 | 21.04 | 22.11 | 23.19 | 24.34 | 25.54 | |
| | 20 | 18.79 | 23.49 | 24.05 | 24.87 | 25.40 | 26.37 | 27.15 | |
| | 20E | 18.06 | 22.59 | 23.15 | 23.82 | 24.43 | 25.20 | 28.54 | |
| | 21M | 19.63 | 25.87 | 27.25 | 30.56 | 30.77 | | | |
| | 22M | | 28.93 | 30.51 | 32.09 | 34.43 | | | |
| | 23 | 22.44 | 27.87 | 28.57 | 29.31 | 30.06 | 30.93 | 31.70 | |
| | 24 | 24.51 | 30.64 | 31.44 | 32.23 | 33.05 | 34.02 | 34.88 | |
| 25 | | 31.46 | 32.23 | 33.05 | 34.02 | 34.87 | 35.78 | | |
| 27 | | 36.16 | 37.23 | 38.15 | 39.16 | 40.28 | 41.31 | | |
| PDB* | 12 | 13.59 | 17.00 | 17.40 | 17.87 | 18.32 | 18.77 | 19.33 | 21.26 |
| | 14 | 14.30 | 17.87 | 18.32 | 18.77 | 19.33 | 19.79 | 20.38 | 22.42 |
| | 15 | | 18.38 | 18.87 | 19.34 | 19.90 | 20.37 | 21.01 | 23.10 |
| | 16 | 18.51 | 23.11 | 23.57 | 24.19 | 24.70 | 25.29 | 25.96 | 28.54 |
| | 16A | 15.73 | 19.04 | 19.51 | 20.09 | 20.60 | 21.25 | 21.88 | 24.06 |
| | 16B | 15.72 | 19.64 | 20.16 | 20.65 | 21.25 | 21.75 | 22.42 | 24.65 |
| | 16E | 16.95 | 20.53 | 21.02 | 21.65 | 22.21 | 22.91 | 23.58 | 25.94 |
| | 16M | 16.97 | 21.69 | 22.95 | 25.99 | | | | |
| | 17 | 15.20 | 19.00 | 20.00 | 21.04 | 22.11 | 23.19 | 24.34 | 25.54 |
| | 20 | 17.10 | 21.35 | 21.87 | 22.61 | 23.09 | 23.98 | 24.68 | 27.15 |
| | 20E | 18.65 | 22.59 | 23.13 | 23.82 | 24.43 | 25.20 | 25.95 | 28.54 |
| | 21M | 19.63 | 25.87 | 27.25 | 30.56 | 30.77 | | | |
| | 22M | | 28.93 | 30.51 | 32.09 | 34.43 | | | |
| | 23 | 20.42 | 25.56 | 26.21 | 26.85 | 27.53 | 28.37 | 29.07 | 31.70 |
| | 24 | 22.28 | 27.83 | 28.60 | 29.30 | 30.05 | 30.92 | 31.70 | 34.88 |
| 25 | | 28.60 | 29.30 | 30.05 | 30.92 | 31.70 | 32.53 | 35.78 | |
| 27 | | 32.87 | 33.84 | 34.68 | 35.60 | 36.62 | 37.57 | 41.31 | |

* Employees hired prior to January 1, 1996 are on the "A Scale." Employees hired after that date are on the "B Scale."

PAY RANGE AND STEP SCHEDULE
July 2009 Pay Schedule
Sergeant Wage Scale Increase by 1%
Effective 1st full pay period closest to July 1

| Salary Admin Plan | Grade | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|-------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| PDA* | 12 | 14.95 | 18.68 | 19.13 | 19.65 | 20.16 | 20.64 | 21.26 | |
| | 14 | 15.73 | 19.65 | 20.16 | 20.64 | 21.26 | 21.75 | 22.42 | |
| | 15 | | 20.22 | 20.75 | 21.27 | 21.90 | 22.40 | 23.10 | |
| | 16 | 20.35 | 25.42 | 25.91 | 26.63 | 27.17 | 27.81 | 28.54 | |
| | 16A | 16.74 | 20.94 | 21.47 | 22.08 | 22.65 | 23.36 | 24.06 | |
| | 16B | 17.28 | 21.59 | 22.17 | 22.72 | 23.36 | 23.93 | 24.65 | |
| | 16E | 17.30 | 21.65 | 22.20 | 22.84 | 23.42 | 24.15 | 25.94 | |
| | 16M | 16.97 | 21.69 | 22.95 | 25.99 | | | | |
| | 17 | 16.01 | 20.00 | 21.04 | 22.11 | 23.19 | 24.34 | 25.54 | |
| | 20 | 18.79 | 23.49 | 24.05 | 24.87 | 25.40 | 26.37 | 27.15 | |
| | 20E | 18.06 | 22.59 | 23.15 | 23.82 | 24.43 | 25.20 | 28.54 | |
| | 21M | 19.63 | 25.87 | 27.25 | 30.56 | 30.77 | | | |
| | 22M | | 28.93 | 30.51 | 32.09 | 34.43 | | | |
| | 23 | 22.44 | 27.87 | 28.57 | 29.31 | 30.06 | 30.93 | 31.70 | |
| | 24 | 24.51 | 30.64 | 31.44 | 32.23 | 33.05 | 34.02 | 34.88 | |
| | 25 | | 31.46 | 32.23 | 33.05 | 34.02 | 34.87 | 35.78 | |
| 27 | | 36.52 | 37.60 | 38.53 | 39.55 | 40.68 | 41.72 | | |
| PDB* | 12 | 13.59 | 17.00 | 17.40 | 17.87 | 18.32 | 18.77 | 19.33 | 21.26 |
| | 14 | 14.30 | 17.87 | 18.32 | 18.77 | 19.33 | 19.79 | 20.38 | 22.42 |
| | 15 | | 18.38 | 18.87 | 19.34 | 19.90 | 20.37 | 21.01 | 23.10 |
| | 16 | 18.51 | 23.11 | 23.57 | 24.19 | 24.70 | 25.29 | 25.96 | 28.54 |
| | 16A | 15.73 | 19.04 | 19.51 | 20.09 | 20.60 | 21.25 | 21.88 | 24.06 |
| | 16B | 15.72 | 19.64 | 20.16 | 20.65 | 21.25 | 21.75 | 22.42 | 24.65 |
| | 16E | 16.95 | 20.53 | 21.02 | 21.65 | 22.21 | 22.91 | 23.58 | 25.94 |
| | 16M | 16.97 | 21.69 | 22.95 | 25.99 | | | | |
| | 17 | 15.20 | 19.00 | 20.00 | 21.04 | 22.11 | 23.19 | 24.34 | 25.54 |
| | 20 | 17.10 | 21.35 | 21.87 | 22.61 | 23.09 | 23.98 | 24.68 | 27.15 |
| | 20E | 18.65 | 22.59 | 23.13 | 23.82 | 24.43 | 25.20 | 25.95 | 28.54 |
| | 21M | 19.63 | 25.87 | 27.25 | 30.56 | 30.77 | | | |
| | 22M | | 28.93 | 30.51 | 32.09 | 34.43 | | | |
| | 23 | 20.42 | 25.56 | 26.21 | 26.85 | 27.53 | 28.37 | 29.07 | 31.70 |
| | 24 | 22.28 | 27.83 | 28.60 | 29.30 | 30.05 | 30.92 | 31.70 | 34.88 |
| | 25 | | 28.60 | 29.30 | 30.05 | 30.92 | 31.70 | 32.53 | 35.78 |
| 27 | | 33.20 | 34.18 | 35.03 | 35.96 | 36.99 | 37.95 | 41.72 | |

* Employees hired prior to January 1, 1996 are on the "A Scale." Employees hired after that date are on the "B Scale."

APPENDIX B

PERFORMANCE PAY INCENTIVE

1. **Prequalification.** Sworn employees must prequalify on an annual basis for the performance pay incentive described in this article. Only sworn employees at the top pay step are eligible for the performance pay incentive. The qualification period shall be the 12-month period beginning January 1 of each year. During the qualification period, the employee must demonstrate positive performance meriting placement in the performance pay incentive. If the sworn employee qualifies for the performance pay incentive, the employee shall be so placed for the one-year period commencing with the first day of the pay period closest to February 1 in the year following the qualification period.

2. The performance pay incentive shall represent a 5.0% increase over the top pay step in the employee's pay schedule. Only sworn employee at the top step of their pay schedule shall be eligible for the performance pay incentive. Employees who accumulate four points during the qualification period shall be eligible for the performance pay incentive.

3. **Performance Pay Points.** Sworn employees can accumulate points during the qualification period in the following ways:

a. Safety. If the employee has had no avoidable motor vehicle collisions during the qualification period where the collision involved either \$1,500 or more total damage or any injury, and where the collision is not the result of intentional action by an officer to apprehend a suspect: 1 Point.

b. FTO. If the employee is on the active FTO list and has served in that function during the qualification period: 1 Point.

c. Training. If the employee participates in 24 hours of approved training on an off-duty basis during the qualification period: 1 Point. The attendance at the training must be on the employee's own time and, if an expense is incurred in attending the training, at the employee's own expense. The parties agree that attendance at such training is not compensable work under the FLSA.

d. Attendance. If the employee uses three or fewer days of sick leave from the combination of the employee's own sick leave account and the sick leave bank: 1 Point.

e. Physical Fitness. If the employees passes the performance pay physical fitness examination: 1 Point.

f. Youth Mentoring and Community Programs. If the employee volunteers in one of the formal, recognized youth mentoring programs in the Municipality (i.e. Boys and Girls Club, Big Brother/Big Sisters, etc.) or other community program approved by the Chief of Police for a minimum of 40 documented hours. 1 Point. 80 documented hours: 2 Point.

g. Discipline. An employee who receives discipline during the qualification period of a one-day suspension or higher shall receive one negative point towards the performance pay incentive.

Performance Pay Committee. A Performance Pay Committee of four persons, two of whom shall be appointed by each party, will be responsible for administering this article. Decisions of the Committee are final and not subject to grievance. In the event the Committee is deadlocked on an issue, the tie shall be broken by the Police Chief. The APDEA may challenge the Chief's decision through the grievance procedure if the Chief's decision is unreasonable.

4. **Performance Pay Training Programs.** The Committee shall, no later than February 1 of each year, publish a list of the training classes eligible for qualification under this article. Employees attending pre-approved training shall submit to the Committee verification of completion of the training. The Committee shall consider the addition of new training programs to the list of approved programs either upon the request of an employee or on the Committee's own initiative. The Committee shall have the discretion to approve certain training only for particular job classifications.

5. **Physical Fitness.** No later than February 1 of each year, the Committee shall publish the physical fitness standards necessary for qualification under this program. The standards shall be reasonably related to the performance of a law enforcement officer's job. The Municipality, together with the Committee and Association support (on a union duty, no-overtime basis), shall administer the test on no fewer than three days during the year at times designed to give the greatest number of employees the opportunity to participate. The Committee shall have the discretion to schedule additional tests if it deems it necessary to allow employees a fair opportunity to qualify.